

# Business Contract

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This **Business Contract** ("**Agreement**") is entered into as of \_\_\_\_\_ ("**Effective Date**") by and between the parties below:

**Party A**

**Party B**

Party A and Party B may be referred to individually as a "**Party**" and collectively as the "**Parties.**"

**WHEREAS**, the Parties desire to establish a business relationship under which certain products, services, or other business activities will be provided and performed in accordance with the terms of this Agreement; and

**WHEREAS**, each Party has the authority and capacity to enter into this Agreement and fulfill its respective obligations;

**NOW, THEREFORE**, in consideration of the mutual promises and obligations set forth herein, the Parties agree as follows:

## 1. Purpose

The purpose of this Agreement is to define the terms and conditions governing the business relationship between the Parties, including the rights, responsibilities, and obligations associated with the products, services, deliverables, or activities described herein.

## 2. Scope of Work

Party A shall provide, perform, or make available the products, services, deliverables, or business activities described below:

**Description of Products/Services/Deliverables:**

**Performance Requirements:**

**Project Location (if applicable):**

**Additional Requirements:**

Each Party shall cooperate in good faith and provide any information, approvals, materials, or assistance reasonably necessary for the successful performance of this Agreement.

**3. Term**

This Agreement shall commence on the Effective Date and shall continue until \_\_\_\_\_, unless earlier terminated in accordance with the Termination clause.

If the Parties wish to continue their business relationship beyond the stated term, they may execute a written extension or renewal agreement.

**4. Compensation**

In consideration of the products, services, or other obligations provided under this Agreement, Party B shall pay Party A as follows:

Description	Amount	Payment Due

Unless otherwise specified, all payments shall be made within \_\_\_\_\_ days following receipt of a valid invoice.

Any undisputed payment not received by the applicable due date may accrue interest at the rate of \_\_\_\_\_% per month or the maximum rate permitted by applicable law, whichever is lower.

## 5. Expenses

Unless otherwise agreed in writing, each Party shall bear its own costs and expenses incurred in connection with the performance of this Agreement.

Any reimbursable expenses must be approved in advance in writing and supported by reasonable documentation.

## 6. Responsibilities of the Parties

Each Party agrees to:

- Perform its obligations in a professional and commercially reasonable manner.
- Comply with all applicable laws, regulations, and industry standards relevant to its activities.
- Provide timely information, cooperation, and approvals necessary for performance.
- Maintain all licenses, permits, and authorizations required for its operations.

Neither Party shall knowingly interfere with the other Party's ability to perform its obligations under this Agreement.

## 7. Independent Relationship

The Parties are independent contracting entities.

Nothing in this Agreement shall be construed to create a partnership, joint venture, employment relationship, agency relationship, fiduciary relationship, or other form of legal association beyond the contractual relationship expressly established herein.

Neither Party shall have authority to bind or obligate the other Party without prior written authorization.

## 8. Confidentiality

During the term of this Agreement, either Party may disclose confidential or proprietary information to the other Party.

Each Party agrees to:

- Use confidential information solely for purposes related to this Agreement.
- Protect confidential information using reasonable safeguards.
- Restrict disclosure to personnel, contractors, advisors, or representatives who have a legitimate need to know and are bound by confidentiality obligations.

Confidential information does not include information that:

- Is publicly available through no wrongful act of the receiving Party.
- Was lawfully known by the receiving Party before disclosure.
- Is independently developed without use of the disclosing Party's confidential information.
- Is lawfully obtained from a third party without confidentiality restrictions.

The obligations contained in this clause shall survive termination of this Agreement for a period of \_\_\_\_\_ years.

## 9. Intellectual Property

Each Party retains ownership of its pre-existing intellectual property, including trademarks, copyrights, patents, trade secrets, software, business methods, and proprietary materials.

Unless otherwise agreed in writing:

- Deliverables specifically created under this Agreement shall become the property of \_\_\_\_\_ upon full payment.
- Each Party grants the other a limited, non-exclusive right to use any materials provided solely for purposes of fulfilling this Agreement.

No ownership rights are transferred except as expressly stated herein.

## 10. Representations and Warranties

Each Party represents and warrants that:

- It is duly organized, validly existing, and authorized to enter into this Agreement.
- The execution and performance of this Agreement will not violate any other agreement or legal obligation.
- It possesses the necessary authority, resources, and qualifications to fulfill its obligations.

Party A further represents that the products, services, or deliverables will be performed in a professional and commercially reasonable manner consistent with applicable industry standards.

## 11. Limitation of Liability

To the fullest extent permitted by applicable law, neither Party shall be liable to the other Party for any indirect, incidental, consequential, special, punitive, or exemplary damages arising out of or relating to this Agreement, including loss of profits, business opportunities, goodwill, or anticipated savings.

The total liability of either Party arising under this Agreement shall not exceed the total amount paid or payable under this Agreement during the twelve-month period preceding the event giving rise to the claim, except to the extent liability results from fraud, willful misconduct, breach of confidentiality obligations, or infringement of intellectual property rights.

## 12. Indemnification

Each Party shall indemnify and hold harmless the other Party, its officers, directors, employees, and representatives from and against third-party claims, damages, liabilities, costs, and reasonable expenses arising from:

- Its breach of this Agreement;
- Its negligence or willful misconduct; or
- Its violation of applicable laws or regulations.

The indemnified Party shall promptly notify the indemnifying Party of any claim and provide reasonable cooperation in the defense of such claim.

## 13. Force Majeure

Neither Party shall be liable for delays or failures in performance caused by circumstances beyond its reasonable control, including natural disasters, acts of government, labor disputes, war, terrorism, civil unrest, utility failures, transportation disruptions, pandemics, or similar events. The affected Party shall promptly notify the other Party and make reasonable efforts to resume performance as soon as practicable.

## 14. Compliance with Laws

Each Party shall comply with all laws, regulations, governmental requirements, and industry standards applicable to its activities under this Agreement.

If any governmental approval, license, permit, or authorization is required for performance, the responsible Party shall obtain and maintain it at its own expense.

## 15. Termination

Either Party may terminate this Agreement immediately upon written notice if the other Party:

- Materially breaches this Agreement and fails to cure such breach within \_\_\_\_\_ days after receiving written notice; or
- Becomes insolvent, enters liquidation, ceases business operations, or becomes subject to bankruptcy or similar proceedings.
- Either Party may also terminate this Agreement without cause by providing \_\_\_\_\_ days' prior written notice to the other Party.

Upon termination:

- Outstanding payment obligations for completed work shall remain due and payable.
- Confidential information shall be returned or destroyed upon request, unless retention is required by law.
- Any rights or obligations intended to survive termination shall continue in effect.

## 16. Notices

Any notice required or permitted under this Agreement shall be provided in writing and delivered by personal delivery, recognized courier service, certified mail, or electronic mail to the addresses indicated in the first page of this Agreement.

A notice shall be deemed received upon confirmed delivery or transmission.

## 17. Assignment

Neither Party may assign, transfer, delegate, or otherwise dispose of its rights or obligations under this Agreement without the prior written consent of the other Party, except in connection with a merger, acquisition, corporate reorganization, or sale of substantially all assets.

## 18. Governing Law and Dispute Resolution

This Agreement shall be governed by and construed in accordance with the laws of \_\_\_\_\_, without regard to conflict-of-law principles.

The Parties shall first attempt in good faith to resolve any dispute through negotiation. If a dispute cannot be resolved through negotiation, the Parties agree to submit the matter to mediation before pursuing litigation or other legal proceedings, unless emergency relief is required to prevent immediate harm.

## 19. Entire Agreement

This Agreement constitutes the entire understanding between the Parties concerning its subject matter and supersedes all prior discussions, negotiations, proposals, representations, and agreements, whether written or oral.

## 20. Amendments

No amendment, modification, or waiver of any provision of this Agreement shall be effective unless made in writing and signed by authorized representatives of both Parties.

## 21. Severability

If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect, and the Parties shall replace the affected provision with a valid provision that most closely reflects the original intent.

## 22. Counterparts and Electronic Signatures

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original and all of which together shall constitute one agreement. Electronic signatures and electronically transmitted copies shall have the same effect as original handwritten signatures to the extent permitted by applicable law.

The Parties acknowledge that they have read, understood, and agree to be bound by the terms and conditions of this Agreement.

**Party A**

**Name**

**Date**

**Signature**

\_\_\_\_\_

**Party B**

**Name**

**Date**

**Signature**

\_\_\_\_\_



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